



Order Filed on April 15, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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and Debtors in Possession*

In re:

CHRISTOPHER & BANKS CORPORATION,
et al.,

Debtors.¹

Chapter 11


Case No. 21-10269 (ABA)

Joint Administration Requested

**ORDER APPROVING THE REJECTION OF CONTRACTS AND LEASES AND
ABANDONMENT OF PROPER IN CONNECTION THEREWITH**

The relief set forth on the following pages, numbered two (2) through five (5), is hereby
ORDERED.

DATED: April 15, 2021



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal tax identification number, as applicable, are as follows: Christopher & Banks Corporation (5422), Christopher & Banks, Inc. (1237), and Christopher & Banks Company (2506). The Debtors' corporate headquarters is located at 2400 Xenium Lane North, Plymouth, Minnesota 55441.

Page (2)

Debtors: CHRISTOPHER & BANKS CORPORATION, *et al.*
Case No. 21-10269 (ABA)
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CONNECTION THEREWITH

Pursuant to and in accordance with the *Order Authorizing and Approving Procedures for the Rejection of Executory Contracts and Unexpired Leases* [Docket No. 61] (the “**Rejection Procedures Order**”), which is expressly incorporated herein by reference;² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §157 and 1334; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these cases and this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a “Sixth Notice of Rejection of Executory Contracts and/or Unexpired Leases” [Docket No. 350] (the “**Rejection Notice**”) in accordance with the terms of the Rejection Procedures Order in respect of the rejection of the executory contracts (the “**Contracts**”) and/or unexpired leases (the “**Leases**”) set forth on **Exhibit 1** hereto; and no timely objections having been filed to the rejection of the Contracts and Leases; and it appearing that due and adequate notice of the Rejection Procedures Order and the Rejection Notice has been given, and that no other or further notice need be given; and the Court having determined that the rejections provided for herein are an appropriate exercise of the Debtors’ business judgment; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Rejection Procedures Order.

Page (3)

Debtors: CHRISTOPHER & BANKS CORPORATION, *et al.*
Case No. 21-10269 (ABA)
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1. The Contracts and Leases listed on **Exhibit 1** hereto are hereby rejected effective as of the dates set forth for such Contracts and Leases listed on **Exhibit 1** hereto (the “**Rejection Date**”), *provided, however*, that the Rejection Date for a Real Property Lease shall not be earlier than the later of (i) the date set forth on the Rejection Notice, (ii) the date the Debtors file and serve a Rejection Notice for the Real Property Lease, and (iii) the date the Debtors relinquish control of the applicable Leased Premises by notifying the affected Landlord in writing, which writing may include a Rejection Notice, of the Debtors’ irrevocable surrender of the premises and (a) have turned over the store keys, key codes, or security codes, if any, to the Landlord or (b) have notified the Landlord, in writing, that the store keys, key codes, or security codes, if any, are not available and that the Landlord may re-key the Leased Premises (as applicable, the “**Rejection Date**”); *provided, however*, that in no event shall the Rejection Date be earlier than the date of filing and service of the Rejection Notice.

2. The rights of the Debtors and their estates to assert that the Contracts and Leases rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any rights or claims that they may have with respect to or against the counterparties to such Contracts and Leases, whether or not such rights or claims arise under, are related to the rejection of, or are independent of the Contracts and Leases rejected hereby.

Page (4)

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Case No. 21-10269 (ABA)
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3. If any affected counterparty subject to this Order (a “**Rejection Claimant**”) asserts a claim or claims against the Debtors and their estates arising from the rejection of the Contracts and Leases, such Rejection Claimant shall submit a proof of claim on or before the later of (i) the deadline for filing proofs of claims established by the Court in these chapter 11 cases or (ii) thirty (30) days after the Rejection Date. If no proof of claim is timely filed, such claimant shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these chapter 11 cases and shall be forever barred from asserting a claim for rejection damages and from participating in any distributions that may be made in connection with the Debtors’ bankruptcy cases.

4. The Debtors are authorized to abandon any Remaining Property located at the Leased Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties and all such property is deemed abandoned effective as of the Rejection Date (except the Debtors must remove any items containing personal and/or confidential information prior to the Rejection Date). With respect to any Remaining Property abandoned at the Leased Premises, the applicable Landlord under each rejected lease, or designee thereof, shall be free to immediately use or dispose of any and all Remaining Property without notice or liability to any Debtor or non-Debtor third party and without further notice or order of the Court, and, to the extent applicable, the automatic stay is modified to allow such disposition. The Landlords’ rights, if

Page (5)

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Case No. 21-10269 (ABA)

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any, to file claims for the costs of disposal of the Remaining Property pursuant to this order are fully reserved, as are the rights of all parties in interest to object to such claims.

5. The Debtors are authorized to take any action necessary or appropriate to implement the terms of this Order and the rejections without further order from this Court.

6. This Court shall retain exclusive jurisdiction and power to resolve any dispute arising from or related to this Order.

EXHIBIT 1

Christopher & Banks
Contract Rejection List

	Counterparty	Counterparty Address	Title/Description of Lease	Property to be Abandoned (if applicable)	Rejection Date
1.)	Amazon Services, LLC	410 Terry Ave N Seattle, Washington 98109-5210	Professional Seller Program Addendum dated September 22, 2016	n/a	March 31, 2021
2.)	Amazon Payments, Inc.	P.O. BOX 035184 SEATTLE, WA 98124-5184	Professional Seller Program Addendum dated September 22, 2016	n/a	March 31, 2021
3.)	Aptos	DEPT CH17281 PALATINE, IL 60055-7281	Amendment to Software License Agreement dated August 21, 2017	n/a	March 31, 2021
4.)	Boomi, Inc (Dell)	P.O. BOX 842848 BOSTON, MA 02284-2848	Master Services Agreement dated August 2, 2019	n/a	March 31, 2021
5.)	Ciber, Inc.	P.O. BOX 775377 CHICAGO, IL 60677	Agreement for Consulting Services	n/a	March 31, 2021
6.)	Ciber, Inc.	P.O. BOX 775377 CHICAGO, IL 60677	AIX Administration/Pulse Monitoring/911 Managed Services SOW	n/a	March 31, 2021
7.)	Compudyne, Inc.	330 CEDAR ST ST PAUL, MN 55101	Network Access Agreement and Consulting Services Agreement dated May 23, 2016	n/a	March 31, 2021
8.)	Epicor Retail Solutions Corporation/Aptos	ATTN: JENNIFER MCFARLAND, SR LEGAL COUNSEL 945 EAST PACES FERRY RD, STE 2500 ATLANTA, GA 30326	Retail Master Agreement dated May 29, 2009, as amended	n/a	March 31, 2021
9.)	Epicor RSG (US), Inc./Aptos	9300 TRANSCANADIENNE RTE, STE 300 SAINT-LAURENT, QC H4S 1K5 CANADA	Master Service Agreement dated March 27, 2015	n/a	March 31, 2021
10.)	Fifth Third Bank & Vantiv, LLC	P.O. BOX 630900 CINCINNATI, OH 45263	Bank Card Merchant Agreement, Amendment No. 1 (9/26/2007), Amendment No. 2 (8/29/2008), Amendment No. 3 (6/18/2010), Amendment No. 4 (8/26/2011), Amendment No. 5 (6/27/2013), Special Amendment (09/14/2015), Second Special Amendment (04/09/2016), Amendment No. 8 (05/22/2017), Amendment No. 9 (10/16/2018)	n/a	March 31, 2021
11.)	JDA Software, Inc./Blue Yonder	ATTN: GENERAL COUNSEL 14400 N 87TH ST SCOTTSDALE, AZ 85260	Customer Agreement dated June 7, 2007	n/a	March 31, 2021
12.)	Level(3)	P.O. BOX 910182 DENVER, CO 80291-0182	Service Order (Internet Access)	n/a	March 31, 2021
13.)	Level 10, LLC.	P.O. BOX 848 AURORA, IL 60507	Master Services Agreement, Help Desk SOW, Help Desk LOI	n/a	March 31, 2021
14.)	MicroStrategy	P.O. BOX 409671 ATLANTA, GA 30384	Maintenance Renewal Order 380715	n/a	March 31, 2021
15.)	PayPal, Inc.	ATTN: GENERAL COUNSEL 2211 N 1ST ST SAN JOSE, CA 95131	Merchant Agreement	n/a	March 31, 2021
16.)	QuantiSense, Inc./Aptos	DEPT CH17281 PALATINE, IL 60055-7281	Consulting Services Agreement	n/a	March 31, 2021
17.)	Aptos (successor in interest to QuantiSense, Inc.))	DEPT CH17281 PALATINE, IL 60055-7281	Software License Agreement dated as of September 3, 2013, as amended, together with all Statements of Work related thereto	n/a	March 31, 2021
18.)	SPS Commerce	P.O. BOX 205782 DALLAS, TX 75320-5782	Supplier Enablement & Management Agreement	n/a	March 31, 2021
19.)	Vantive/World Pay	ATTN: EXECUTIVE VP 38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45263	Bank Merchant Card Agreement and Amendments 1-10	n/a	March 31, 2021
20.)	Verint Americas Inc (f/k/a Opinionlab)	FKA OPINIONLAB P.O. BOX 978702 DALLAS, TX 75397	Master Subscription Agreement & Services Order -SaaS Access Rights & Managed Services Subscription	n/a	March 31, 2021
21.)	Verint Americas Inc (f/k/a Opinionlab)	FKA OPINIONLAB P.O. BOX 978702 DALLAS, TX 75397	Renewal Order Form	n/a	March 31, 2021